

DEPARTMENT OF INDUSTRIAL RELATIONS  
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## SCOPE OF WORK PROVISION

FOR

**CARPENTER**

**Building Construction**

IN

SAN DIEGO COUNTY

23-31-4

**2003-2005  
COLLECTIVE BARGAINING AGREEMENT FOR BUILDING CONSTRUCTION**

**BETWEEN**

**ASSOCIATED GENERAL CONTRACTORS OF AMERICA,  
SAN DIEGO CHAPTER**

**AND**

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS**

**SECTION 1**  
**PARTIES TO AGREEMENT**

A. This Agreement is entered into this 1st day of January, 2003, between Associated General Contractors of America, San Diego Chapter, Inc., for an on behalf of its signatory contractor members, hereinafter referred to as Employer or Association, and the Southern California Conference of Carpenters and its affiliated Regional Council and Local Unions hereinafter referred to as the Union. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise. Employer means signatory contractor members of the Association.

B. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work of the Employer hereinafter defined in this Agreement.

C. The purpose of this Agreement is to ensure that all construction work performed by the Employers shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

**SECTION 2**  
**TERM, TERMINATION AND RENEWAL**

A. This Agreement shall become effective on January 1, 2003, and shall remain in full force and effect through June 30, 2005, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 30, 2005, or June 30th of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new additional changes in conditions or benefits.

**SECTION 3**  
**AREA COVERED**

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California. It is agreed that any work on San Clemente Island shall be performed pursuant to the terms of the Master Engineering Contractors Labor Agreement between the Association and the Union.

**SECTION 4**  
**WORK COVERED BY THIS AGREEMENT**

This Agreement shall apply only to construction job site work done in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other job site construction work within the recognized jurisdiction of the Union and shall not include any other job site construction industry work. Excepted from the scope of covered work is site concrete work. Job site is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, job site will mean only that area covered by phases or units currently under construction and under the Employer's control. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work.

Where the Contractor performs engineering construction work in San Diego County, he shall perform said work under the terms and conditions of the AGC Engineering Contractors Agreement.

**SECTION 5**  
**RECOGNITION**

The Employers recognize the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers or office workers. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their members, present and future, who are signatory to this Agreement, or hereafter become signatory members of said Employer Association, each of whom is, as used in this Agreement, an employer.

**SECTION 6**  
**OBLIGATIONS OF EMPLOYER**

A. This Agreement shall apply to any name, style, new name or new style under which the Employer conducts or will conduct business in the construction industry anywhere in

and designates the Employer as defined in the Trust Agreement as its attorneys in fact for the selection, removal and substitution of Trustees.

## **SECTION 29**

### **WAGES**

A. Journeyman Carpenters who are on the active payroll of the Employer on or after as of January 1, 2003 shall be paid \$24.85 per hour. There is also established a classification of scaffold carpenter who may perform any work in connection with the erection and dismantling of scaffold and whose hourly wage rate shall be \$22.39.

B. Pay rates of apprentices shall be those specified in accordance with the apprenticeship program specifications.

C. The following wage increases shall be applied to the Journeyman rate:

January 1, 2003	\$0.25 increase (already included in rate set forth above)
July 1, 2003	\$1.65 increase journeyman rate
July 1, 2004	\$1.75*

All increases to be allocated by the Union.

\* The July 1, 2004 increase is subject to "baseball arbitration". The Association can challenge the increase and request implementation of an alternative increase of \$1.35 per hour if it believes market conditions warrant. If the parties do not reach a further agreement on the amount of the increase, an arbitrator will be selected under the arbitration procedure of this Agreement to decide whether the Association's proposal or the Union's final proposal will be implemented. The arbitrator may consider any factors he deems appropriate in making his determination. The increase selected by the arbitrator will be implemented effective July 1.

## **SECTION 30**

### **WAGES - RESIDENTIAL, LIGHT COMMERCIAL AND TENANT IMPROVEMENT**

Wage rates on residential, light commercial, and interior tenant improvement projects shall be based upon 80% of the rates specified in Section 29. This work shall include work meeting any of the following criteria: (1) a residential wood frame project of any size; (2) interior tenant improvement work, regardless of the size of project; and (3) any wood frame project of four stories or less. This reduced wage rate shall not apply to public buildings. In addition, it shall not apply to institutional type buildings such as schools, hospitals, libraries, museums, or post offices or other similar structures.